



Whitby Public Library

Room Rental Policy

Policy Type:	Administrative
Authority/Created:	CEO
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Date Reviewed:	February 21, 2024

Objective

To set out the conditions for use of meeting rooms and facilities in the Whitby Public Library.

Scope

This policy applies to the public use of all meeting rooms and facilities controlled by the Whitby Public Library, including those located in Library Branches and the Central Library.

Background

The Library views its public spaces as an important part of our vision to create an informed, engaged and connected community. The primary purpose of the Library's meeting rooms and facilities is to provide space for Library programs or services that are aligned with our values and goals, delivered by Library staff or in partnership with individuals and organizations. A secondary purpose is to provide accessible and affordable meeting spaces for use by the public. The Whitby Public Library believes that it is the responsibility of public institutions, including public libraries, to support a society that respects diversity, fosters social inclusion and is guided by democratic values.

Public Use

When meeting rooms are not in use for Library programs and services, the Whitby Public Library welcomes the use of its meeting rooms by the public. The Central Library has three meeting rooms that are used for library and library-related

programs and meetings but are also available for rental by groups, organizations, and individuals. All rentals will be subject to the terms defined by this policy.

Terms of Use

The Library values inclusion and intellectual freedom. The Library believes that freedom of expression and access to ideas and information are essential to the health and development of a democratic society. We acknowledge that the Library's spaces may be used by those who express ideas that may be contrary to the Library's vision and values. By offering Library spaces for short-term rental by the public, the Library does not endorse or agree with any of the aims, policies or activities of any group or individual using the space, or with any of the ideas, messages or information they express.

There are necessary limits to how Library spaces may be used. The Library is committed to providing safe and respectful public and staff spaces, minimizing disruption of Library services, and maintaining the security of Library property. The use of Library spaces must not contravene Canadian laws, including the Criminal Code and the Ontario Human Rights Code.

The Library recognizes that individuals and groups may strongly disagree with ideas and views expressed within Library spaces. In some instances they may, on a personal level, view them as offensive or harmful. However, in keeping with its value of intellectual freedom, the Library will not restrict freedom of expression beyond the limits prescribed by Canadian law.

1. Prohibited Activities and Limitations on Use

- 1.01 The use of the Library meeting rooms and facilities shall not include, shall not be rented for, or shall not involve any of the activities listed below:
- a) private social functions;
 - b) religious services;
 - c) sales of products or services;
 - d) political events, unless all factions are invited and/or represented at the given meeting;
 - e) any violation of the Criminal Code, including:
 - i) the communication of statements that incite or willfully promote hatred, violence, or hostility against an identifiable group; or

- ii) the advocacy or promotion of genocide;
- f) any violation of the Ontario Human Rights Code, including:
 - i) the communication, publication, issuance, or display of any material/information that discriminates or intends to discriminate against a person or identifiable group, or is likely to expose a person or identifiable group to hatred or contempt, because of their race, colour, ancestry, place of origin, ethnicity, citizenship, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age;
- g) any other unlawful activities, or activities that in any way violate applicable Library policies, or rules;
- h) fundraising events, gaming, gambling or games of chance, including bingo or lotteries, or bazaars;
- i) activities requiring a permit and/or prior Library authorization, such as the service of alcohol, where the relevant permit or authorization has not been obtained;
- j) activities that are likely to pose a safety hazard to event attendees, Library staff or the public, or which are likely to cause misuse or damage to Library property;
- k) the use of Library space in a way that establishes the space as a permanent location for the user's activities and/or operations; or,
- l) any other activities that may unreasonably disrupt Library operations or prevent the lawful use of Library space by other people, and that cannot be accommodated by rescheduling.

1.02 The Library shall have the right to cancel a rental contract without notice, or deny a meeting room booking request, when the Library, in consultation with legal counsel where appropriate, reasonably believes that the proposed use is likely to or will include any of the prohibited activities identified above, or the contract holder or any person(s) using the facility with the consent of the contract holder, willfully damages Library property, unlawfully consumes alcoholic beverages, or is in violation of any terms of this rental contract, a municipal by-law, any Library policies (including the Rules of Conduct), or any applicable federal or provincial law. The Library's Chief Executive Officer (CEO) is authorized by the Library Board to deny or cancel a booking due to

any of the prohibited activities identified in Section 1.01. If the Library discovers that any prohibited activity is occurring after the event has commenced, the CEO or designate may terminate the event.

- 1.03 In addition, the CEO or designate may deny or cancel a meeting room booking, or may terminate any event, in the following circumstances:
- a) the user has previously damaged or misused Library property, or failed to pay any required fees for use of Library meeting rooms or facilities;
 - b) the user has contravened this Policy in the past and the Library reasonably believes this will occur again; or,
 - c) the user has made a material misrepresentation regarding the user, the proposed use, or any participants or attendees.

2. Protecting Safety and Security

- 2.01 The Library may deny or cancel a meeting room or facility booking, or may terminate any event, which is likely to cause a material risk of harm to the safety or security of Library staff, or to the public.

3. Other Requirements of Use

- 3.01 All groups or individuals booking an event at the Library are required to provide a Certificate of Liability insurance in the amount of \$2,000,000.00 per occurrence, naming the Whitby Public Library Board and the Corporation of the Town of Whitby as additionally insured. Such insurance shall not be canceled except on prior notice to the Library. A copy of the insurance certificate shall be delivered to the Library at least 2 business days prior to the date of the event. Proof of liability insurance coverage is required at the time of finalizing the rental agreement. If proof of insurance is not provided by the renter, the municipality's Facility User Liability Insurance Program is a mandatory requirement. Applicable fees will be determined at the time of booking based on the type, and duration, of the event or function.
- 3.02 Promotional materials must clearly state the name(s) of the organization(s) and provide contact information for meetings held on Library premises. The material must not imply or suggest that the Library is endorsing the program and must contain the following disclaimer: **This program is not sponsored by the Whitby Public Library and the Library carries no responsibility for its content.**

- 3.03 The Whitby Public Library is a non-smoking facility. Alcohol consumption is not permitted in the meeting rooms except under special arrangements and with proof of a valid liquor license.
- 3.04 The use of open flames, smoke or odour produced by burning aromatic substances such as candles or incense is strictly prohibited without express permission by the CEO or designate.
- 3.05 All meetings must be conducted in accordance with all of the policies of the Whitby Public Library, including the Library's Rules of Conduct.
- 3.06 Fees are based on room size and amenities and there are two schedules: a rate for non-profit organizations and a rate for commercial or business organizations. Non-profit organizations may be required to provide proof of non-profit or charitable status in order to receive non-profit rates.
- 3.07 Meeting rooms are available 8:30am to 9:00pm, Monday to Friday, and 8:30am to 5:00pm Saturday. Use outside those hours requires special arrangements and may not be possible. Rentals outside library hours will incur an additional fee for security. Room access is only available during the time booked. If extra time is needed by the client for set-up or take-down, such time must be included in the time booked. Clients may access the room 15 minutes prior to the booked time whenever possible, at the discretion of the Library.
- 3.08 The booking will be confirmed upon receipt of the completed agreement form. Bookings may be cancelled up to 7 business days before the rental with no cost. Bookings cancelled between 2 and 7 business days before the rental will be charged a 10% administrative fee. Bookings not cancelled, or cancelled less than 2 business days before the rental, will be charged the full rental cost. Business days for room rental administration are Monday to Friday from 9:00am to 4:30 pm.
- 3.09 Public parking is available in a lot on Colborne Street directly east of the Central Library for a nominal municipal fee during the day and free after 6:00 pm and weekends. **Parking spaces directly behind the Central Library are available only to Library patrons for short-term use.**
- 3.10 Any damage to the Whitby Public Library buildings and/or its equipment must be repaired or replaced at the renter's expense.
- 3.11 The Library accepts no responsibility for personal injury or damage, or for lost or stolen articles.

- 3.12 The Library reserves the right to close the building in extremely bad weather, emergencies, or unforeseen circumstances. Should such an event cause a cancellation, a full refund will be given for the rental fee. The Library assumes no liability for other damages or expenditures incurred by the renter due to the cancellation.
- 3.13 In case of a fire alarm or other emergency, it is the responsibility of the renter to ensure that all users exit the building and await permission to re-enter. At no time shall an emergency exit be blocked or locked.
- 3.14 Storage space is not provided. All items, including catering, associated dishes, and utensils, must be removed immediately after the event or an additional charge may be incurred.
- 3.15 A representative of the organization must sign a rental agreement stating that they have read the policy and agree to its terms.

Pre-Screening and Risk Assessment

The Library considers pre-rental screening and risk assessment necessary to limit the likelihood that prohibited activities, including speech that incites or willfully promotes hatred against any identifiable group, will take place on Library premises, or that other violations of the Criminal Code of Canada or Ontario Human Rights Code will take place on Library premises, and to assist the Library in identifying events that may require additional preparation by staff. This procedure is intended to assist staff in assessing whether an event is likely to or will include any prohibited activities under this policy, and establishes a process to escalate decisions to the CEO and the Library Board.

When Library staff receives a rental request, the following steps will be undertaken before confirming a rental and issuing a rental agreement, or refusing a rental request.

- 1. Library staff will consider the following:
 - a) Is the client new or an existing client?
 - b) If they have previously rented, have they complied with the Room Rental Policy in the past? Do they have a history of events that resulted in public questions, complaints or protest?
 - c) What is the nature and purpose of the event – private or public? (e.g.: public lecture or public film screening, private meeting, filming, etc.)
 - d) If the event is a public lecture, public film screening, or other publicly

promoted event, requests for the following information may be sent to the rental applicant:

- i) Event title;
 - ii) General description of topic and format; and,
 - iii) Names of speakers, their significant/relevant affiliations/organizations, and their public advertising intended to be displayed to promote their public event.
2. Upon receiving any requested information, Library staff will review whether the type of event requires further investigation. In these cases, staff will conduct initial research, in consultation with the CEO.
 3. Staff may provide a preliminary rental price quote in response to the rental request prior to receiving the speaker names and details. They will not issue a rental agreement without this information. This time is required for risk assessment and consultation with legal counsel and the Library Board, if necessary.
 4. If Library staff believes that the event may violate or be perceived to violate the Room Rental Policy, they will report the findings to the CEO. If Library staff believes that the event complies with the Room Rental Policy, they may proceed to issue the rental agreement.
 5. The CEO will review the findings and may request further research and/or consult with legal counsel.
 6. If the CEO has a reasonable belief that an event is likely to or will violate the Criminal Code or the Ontario Human Rights Code, or presents significant risk to the Library, the CEO may refuse the rental request, and will advise the Library Board and provide the risk assessment, per the Room Rental Policy.

Room Rental Rates

Rates listed below are based on a **2-hour** rental

Non-Profit

Meeting Room 1 (A & B): \$90.00

Meeting Room 1A: \$45.00

Meeting Room 1B: \$45.00

Meeting Room 2: \$30.00

Commercial

Meeting Room 1 (A & B): \$180.00

Meeting Room 1A: \$90.00

Meeting Room 1B: \$90.00

Meeting Room 2: \$60.00

Rates listed below are based on a **4-hour** rental.

Non-Profit

Meeting Room 1 (A & B): \$160.00

Meeting Room 1A: \$80.00

Meeting Room 1B: \$80.00

Meeting Room 2: \$55.00

Commercial

Meeting Room 1 (A & B): \$320.00

Meeting Room 1A: \$160.00

Meeting Room 1B: \$160.00

Meeting Room 2: \$110.00

All prices exclude HST.